

550
ACCESS AND PARKING EASEMENT

The Grantors, John C. Verhelst and Dianne L. Verhelst, his wife, and Franklin R. Cooper and Patricia J. Cooper, his wife, for consideration of the work to be performed as outlined in No. 2 below, do hereby grant to Sea Brim, Inc., a corporation of the State of Washington, the right to a parking and access easement on the following lands in Kitsap County, State of Washington.

See attached Exhibit A.

The Grantee shall have the right to use road for parking, ingress and egress to house located at 1805 Thompson Drive.

Grantor and Grantee agree to cooperate and work together in the future to continuously improve the access, utilities and parking easements so as to enhance their respective property values and to minimize their exposure to third party litigation. The granting of this access and parking easement shall be for a period of one (1) month from the date of this agreement. Said easement shall be renewed for additional one (1) month periods automatically unless the Grantor notifies the Grantee, in writing, thirty (30) days prior to the applicable expiration date that the Grantor intends to rescind said access and parking easement to the Grantee.

Grantee, Sea Brim, Inc., further agrees to:

1. Hold Grantors harmless for any injuries which may occur on the described property and for any thefts from Marina members' vehicles located in the parking areas designed by this agreement.

2. To obtain the necessary permits for any and all work for opening road and clearing lot.

The parties herein understand and agree that this document serves as a temporary agreement until such time as a comprehensive final agreement of a long term nature can be reached.

DATED THIS 21st day of July, 1981.

FILED FOR RECORD
LAND TITLE COMPANY
REQ. OF _____

NOV 13 1981 AM 8:00

SHERILL HUFF
KITSAP COUNTY AUDITOR
DEPUTY

EXCISE TAX EXEMPT

NOV 13 1981

BILLIE EDER
KITSAP COUNTY TREASURER

8111130031

REEL 241FR 882

John C. Verhelst
John C. Verhelst

Dianne L. Verhelst
Dianne L. Verhelst

Franklin R. Cooper
Franklin R. Cooper

Patricia J. Cooper
Patricia J. Cooper

STATE OF WASHINGTON)
) S
County of Kitsap)

On this day of July, 1981, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John C. Verhelst and Dianne L. Verhelst, his wife, and Franklin R. Cooper and Patricia J. Cooper, his wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Janna B. Wood
NOTARY PUBLIC in and for the State of
Washington, residing at

Terry L. Durst
Terry L. Durst, President
Sea Brim, Inc.

Glenn R. Davis
Glenn R. Davis, Secretary
Sea Brim, Inc.

STATE OF WASHINGTON)
) S
County of Kitsap)

On this 21st day of July, 1981, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Terry L. Durst and Glenn R. Davis, to me known to be the President and Secretary of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Betty G. Kero
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle



8111130031

REEL 241FR 883

EXHIBIT "A"

Legal Description:

Lot 11, and the North 60 feet of Lot 10, Supplemental Plat of Bay View
Garden Tracts, as per plat recorded in Volume 5 of Plats, Page 19,
records of Kitsap County, Washington;
Situate in Kitsap County, Washington

RETURN DOCUMENT TO:

D & D Investments
P.O. Box 381
Bremerton, WA 98310

PEEL 241FR 884

8111130031

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

DRIAN J. BOYLE - COMMISSIONER OF PUBLIC LANDS

Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing.
The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$5.00 fee.

Lease Assignment - LOAN SECURITY

For and in consideration of the sum of One Million Six Hundred Thousand and No/100
the hereinafter named assignor, hereby assigns, sets over and transfers, all of his or their right,
title, and interest in and to that portion of the lease or contract No. 2523 herein described:
All harbor area lying in front of Tracts 1 and 11 and intervening Renn
Stroll, Supplemental Plat of Bay View Garden Tracts, more fully described
in the attachment hereto, by reference made a part hereof

FILED FOR RECORD

REQ. OF

JUN 20 1983 AM 8:00

unto: UNIVERSITY FEDERAL SAVINGS AND LOAN ASSOCIATION SHERRIL HUFF
KITSAP COUNTY AUDITOR
whose address is: 6400 Roosevelt Way, N.E. DEPUTY
(P. O. Box - Route - Street)

Seattle, Washington 98115, and said assignee, hereby binds and
(City) (State) (Zip Code)
obligates himself (or themselves) to perform all the conditions and covenants of said lease or contract.

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or his surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Assignment Approved: for Loan Security
as set forth in Agreement dated 6/10/83
Date June 13, 1983

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By [Signature]
DRIAN J. BOYLE
Commissioner of Public Lands

Dated this 10TH day
of June, A.D. 1983

PORT WASHINGTON PROPERTIES, INC.

By [Signature]
Mark L. Cleven, President Assignor

By [Signature]
Darold R. L. Stenson, Vice-Assignor
President

UNIVERSITY FEDERAL SAVINGS & LOAN ASSN.,
Assignee

By [Signature]
Assignee

8306200114

EXHIBIT "A"

REEL 280FF 287

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT
(If a corporation, use "Certificate of Corporate Acknowledgment" below.)

STATE OF WASHINGTON, }
County of _____ } ss.

On this day personally appeared before me _____

_____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19____.

Notary Public in and for the State of Washington,
residing at _____

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNOR**
County of KING } ss.

On this 26th day of May, 1983, before me personally appeared

Mark L. Cleven and Darold R.J. Stenson

to me known to be the President and Vice-President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that ~~Mark L. Cleven~~ ^{they were} authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

Given under my hand this 26th day of May, 1983.

Wayne E. Johnson
Signature
Notary Public, KING County
Title



CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNEE**
County of KING } ss.

REEL 280FR 288

On this 13th day of June, 1983, before me personally appeared

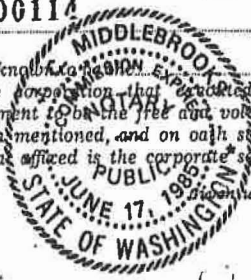
8306200114

Donald L. Wallquist
Senior VP

to me known to be the Donald L. Wallquist of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

Given under my hand this 13th day of June, 1983.

J. L. [Signature]
Signature
Notary Public, Seattle
Title



PARCEL F

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

AUDITOR'S NOTE
Legibility for recording and copying
unsatisfactory in a portion of this
instrument when received.

8306200114

Rel. 280 289

ENDORSEMENT

UNIVERSITY FEDERAL SAVINGS BANK IS THE SUCCESSOR
IN INTEREST TO AND FORMERLY KNOWN AS UNIVERSITY
FEDERAL SAVINGS AND LOAN ASSOCIATION, AND IN ALL
RESPECTS AND REFERENCES SHALL BE DEEMED ONE AND
THE SAME ENTITY.

8306200114

HELL 280^{FR} 290

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE, COMMISSIONER OF PUBLIC LANDS

Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing.
The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$5.00 fee.

Lease Assignment

For and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100
Dollars
the hereinafter named assignor, B. hereby assign, set over and transfer, all of his or their right,
title, and interest in and to that portion of the lease or contract No. 2523 herein described:
All harbor area lying in front of Tracts 1 and 11 and intervening Rann
Stroll, Supplemental Plat of Bay View Garden Tracts, as more fully
described in the attachment hereto, by reference made a part hereof

FILED FOR RECORD
TICOR TITLE INSURANCE
REQ. OF

JUN 20 1983 AM 8:00

unto: PORT WASHINGTON PROPERTIES INC., a Washington Corporation
whose address is: 20 W. Galer
(P. O. Box - Route - Street)
Seattle, Washington 98119
(City) (State) (Zip Code), and said assignee hereby binds and
obligates himself (or themselves) to perform all the conditions and covenants of said lease or contract.

NOTE: Aquatic land lease assignments must include proof of ownership
of, or authorization to use abutting tideland, shoreland or upland
property. Attach copy of deed, contract of sale or notarized waiver
from legal owner of the property.

In the event the assignee is a corporation, and if at any time during the term of this lease any
part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheri-
tance, operation of law, or other disposition so as to result in a change in the present control of the
assignee by the person or persons now owning a majority of the corporate shares, such change shall
be deemed an assignment of this lease, which, to become legally effective, requires the prior written
approval of the Department of Natural Resources.

Approval of this assignment by the Department is
not a discharge of the assignor or his surety from
any or all liabilities, obligations, or duties incurred
under the contract or lease prior to the date of
consent of this assignment.

Assignment Approved:

Date June 12, 1983STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCESBy Brian J. Boyle

For BRIAN J. BOYLE, Commissioner

Dated this 10th dayof JUNE, A.D. 19 83x John C. Verhelst Assignorx Dianne L. Verhelst Assignorx Franklin R. Cooper Assignorx Patricia J. Cooper Assignor

PORT WASHINGTON PROPERTIES, INC.,

By Mark L. Cleven AssigneeBy Darold R.J. Stenson Assignee

President

8306200116

EXHIBIT "A"

REEL 280F 307

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT
(If a corporation, use "Certificate of Corporate Acknowledgment" below.)

STATE OF WASHINGTON, }
County of Kitsap } ss.

On this day personally appeared before me John C. Verhelst, Dianne L. Verhelst,
Franklin R. Cooper and Patricia J. Cooper

to me known to be the individual(s) described in and who executed the
within and foregoing instrument, and acknowledged that they
signed the same as their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and official seal this 31st day of May, 1983

Anna Coen
Notary Public in and for the State of Washington,
residing at Port Orchard

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNOR**
County of } ss.

On this _____ day of _____, 19____, before me personally appeared

to me known to be the _____
of the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes
therein mentioned, and on oath stated that he was authorized to execute said instrument and that
the seal affixed is the corporate seal of the corporation.

Given under my hand this _____ day of _____, 19____.

Signature

Title

8306200116

REEL 280 FR 308

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNEE**
County of KING } ss.

On this 26th day of May, 1983, before me personally appeared

Mark L. Cleven and Darold R.J. Stenson

President and Vice-President
to me known to be the _____
of the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes
therein mentioned, and on oath stated that they were authorized to execute said instrument and that
the seal affixed is the corporate seal of the corporation.

Given under my hand this 26th day of May, 1983.

Signature

Title

Wayne E. Johnson
Notary Public, KING County

PARCEL F

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

AUDITOR'S NOTE
Legibility for recording and copying
unsatisfactory in a portion of this
instrument when received.

8306200116

REF 280-309



Filed for Record at Request of

AFTER RECORDING MAIL TO:

Port Washington Properties, Inc.
20 W. Galer
Seattle, Wa. 98119

8306200118

THIS SPACE RESERVED FOR RECORDER'S USE.

450

FILED FOR RECORD
REQ. OF TICOR TITLE INSURANCE

JUN 20 1983 AM 8:00

SHERRI L. HUFF
KITSAP COUNTY AUDITOR
DEPUTY

REVENUE STAMPS



FORM L58

Statutory Warranty Deed

THE GRANTORS, JOHN C. VERHELST and DIANNE L. VERHELST, husband and wife, and
FRANKLIN R. COOPER and PATRICIA J. COOPER, husband and wife

for and in consideration of Ten Dollars and Other Valuable Consideration

in hand paid, conveys and warrants to PORT WASHINGTON PROPERTIES, INC., a Washington Corporation

the following described real estate, situated in the County of Kitsap, State of Washington:

The north 60 feet of Lot 10 and all of Lot 11, Supplemental Plat of Bay View Garden Tracts, according to plat recorded in Volume 5 of Plats, page 19, in Kitsap County, Washington.

SUBJECT TO: Easement recorded under Auditor's File No. 427818
Unrecorded leaseholds, if any, and the terms and conditions thereof
Restrictions contained in City of Bremerton Ordinance No. 3682
recorded under Auditor's File No. 8203220039

NO. 3871
KITSAP COUNTY
TRANSACTION EXCISE TAX

PAID JUN 17 1983

AMOUNT 642.⁰⁰
COUNTY TREASURER
BY *[Signature]*

Dated this 18th day of May, 1983

John C. Verhelst
x *By Dianne L. Verhelst Atty in fact* *Dianne L. Verhelst* (SEAL)
John C. Verhelst
x *Franklin R. Cooper* *Patricia J. Cooper* (SEAL)
Franklin R. Cooper

STATE OF WASHINGTON,

County of Kitsap

On this day personally appeared before me ~~John C. Verhelst~~, Dianne L. Verhelst, Franklin R. Cooper and Patricia J. Cooper to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15TH day of JUNE, 1983

8306200118

Diana Coomes
Notary Public in and for the State of Washington,
residing at Port Orchard

RELL 280^{EP} 312



Filed for Record at Request of

AFTER RECORDING MAIL TO:

TICOR

8306200120

THIS SPACE RESERVED FOR RECORDER'S USE

3

FILED FOR RECORD
TICOR TITLE INSURANCE
REQ. OF _____
JUN 20 1983 AM 8:00
SHERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY 9

REVENUE STAMPS

FORM L 56 R

Quit Claim Deed

THE GRANTORS, LEO OEHLER and CARMEN OEHLER, husband and wife

for and in consideration of TO RELEASE ALL RIGHT, TITLE AND INTEREST IN AGREEMENT FOR VENTURE EVIDENCED BY THAT CERTAIN NOTICE OF INTEREST RECORDED UNDER AUDITOR'S FILE NO. 1034207 convey and quit claim to JOHN B. VERHELST and KATHERINE F. VERHELST, husband and wife

the following described real estate, situated in the County of Kitsap

State of Washington including any interest therein which grantor may hereafter acquire:

The north 60 feet of Lot 10, and all of Lot 11, Supplemental Plat of Bay View Garden Tracts, according to plat recorded in Volume 5 of Plats, page 19, in Kitsap County, Washington;

Together with the right to use the lessor's interest in the Harbor Area Lease No. 2141 relating to the harbor area adjacent to such lands and other lands lying easterly thereof, provided that the use of the harbor area shall be in common with such easterly lands.

NO. 3873
KITSAP COUNTY
TRANSACTION EXCISE TAX

PAID JUN 17 1983

AMOUNT None
COUNTY TREASURER
BY [Signature]

Dated this 23rd day of May, 1983

x [Signature] (SEAL)
Leo Oehler
x [Signature] (SEAL)
Carmen Oehler

STATE OF WASHINGTON, } ss.
County of Snohomish }

REEL 280F 315

On this day personally appeared before me Leo Oehler and Carmen Oehler to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of May, 1983

8306200120

[Signature]
Notary Public in and for the State of Washington,
residing at [Address]



SAFECO TITLE INSURANCE COMPANY
1101 SECOND AVENUE • SEATTLE, WASHINGTON 98101 • 823-0870

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

FILED FOR RECORD
REQ. OF TICOR TITLE INSURANCE

OCT 19 1983 AM 8:08

SHERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY

NAME Mr. and Mrs. Franklin Cooper
Mr. and Mrs. John Verhelst
ADDRESS c/o Cooper Built Co.
P.O. Box 1866
CITY AND STATE Silverdale, Wa. 98383

8310190053

Warranty Fulfillment Deed

THE GRANTOR LINDA S. GREEN, as her separate property, as to an undivided 1/2 interest

for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations JOHN C. VERHELST and DIANNE L. VERHELST, husband and wife, in hand paid, conveys and warrants to an undivided 1/4 interest, and FRANKLIN R. COOPER and PATRICIA J. COOPER, husband and wife, an undivided 1/4 interest the following described real estate, situated in the county of Kitsap, State of Washington:

Lot 11, and the North 60 feet of Lot 10, Supplemental Plat of Bay View Garden Tracts, as per plat recorded in Volume 5 of Plats, Page 19, records of Kitsap County:

Situate in Kitsap County, Washington.



This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated December 8th, 1975, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract. Excise Tax Receipt #000076, recorded under Auditor's #1120104, January 7, 1976.

Dated this second day of February, 1976.

NO. 76
KITSAP COUNTY
TRANSACTION EXCISE TAX
PAID OCT 18 1983
205.00

LINDA S. GREEN (SEAL)
Linda S. Green (SEAL)

STATE OF WASHINGTON
County of KITSAP
BY [Signature]
COUNTY TREASURER

On this day personally appeared before me Linda S. Green

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this second day of February, 1976.



8310190053

[Signature] 291-1315
Notary Public in and for the State of Washington,
residing at Bremerton.

10- 20 W. Galer
Seattle WA 98119

FILED FOR RECORD

REC. OF *Port Washington Properties, Inc.*
1983 DEC -2 PM 12:34

SHERIFF HUFF
KITSAP COUNTY AUDITOR
DEPUTY *Soo*

DECLARATION
OF
PUBLIC PEDESTRIAN ACCESS EASEMENT

EXCISE TAX EXEMPT

BILLIE EDER
KITSAP COUNTY TREASURER

RECITALS

A. The State of Washington is the owner of that portion of the property described as Parcels B, C, D and F in Schedule A, PORT WASHINGTON PROPERTIES, INC. ("PWP") is the owner of that portion of the property described as Parcel A in Schedule A, and JACK T. CHAMPION is the owner of the property described as Parcel E in Schedule A;

B. The State of Washington leased the property described as Parcels B, C and D in Schedule A to PORT WASHINGTON MARINA CONDOMINIUM OWNERS ASSOCIATION ("Association"), by written Assignment of Harbor Area Leases dated November 1, 1983, (hereinafter collectively referred to as "DNR Lease") executed on behalf of the State of Washington by the Department of Natural Resources (hereafter referred to as "DNR") and said Assignment of Harbor Area Leases was recorded under Kitsap County Auditor's File No. _____. Said Assignment of Harbor Area Leases was approved by the DNR pursuant to a Consent to Assignment and Approval of General Sublease Forms recorded under Kitsap County Auditor's File No. _____. ("Consent to Assignment").

C. The State of Washington further has leased the property described as Parcel F in Schedule A to PWP by a written Assignment of Lease dated June 10, 1983 (hereinafter referred to as the "Expansion DNR Lease") executed on behalf of the State of Washington by the DNR and said Assignment was recorded under Kitsap County Auditor's File No. 830620-0111.

D. The property described as Parcel A in Schedule A was subjected to a Declaration of Easements, Covenants, Conditions and Restrictions ("Parcel A Declaration"), the property described as Parcel E in Schedule A was subjected to a Declaration of Easements, Covenants, Conditions and Restrictions ("Parcel E Declaration"), and the property described as Parcel F in Schedule A was subjected to a Declaration of Easements, Covenants, Conditions and Restrictions ("Parcel F Declaration"); all of said Declarations were dated November 1, 1983, and recorded under Kitsap County Auditor's File Nos. _____ and _____.

E. The DNR Lease, the Parcel A Declaration and the Parcel E Declaration expire on November 1, 2004, unless renewed or extended as provided therein.

F. The Parcel A, E and F Declarations and the DNR Lease contain provisions which control the use, possession, and improvements of the

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properties described therein. The DNR Lease contains a preferential right to renew and/or re-lease the property described therein, and the Parcel A, E and F Declarations contain provisions providing for the renewal and/or extension of the term of said Declarations, each of which rights the Association and Declarant intend to exercise to the extent applicable.

G. The Association intends to establish a leasehold boat moorage condominium with respect to the leasehold estate under the DNR Leases by recording a Condominium Declaration and Condominium Survey Map and Plans pursuant to the Washington Horizontal Property Regimes Act (RCW Chapter 64.32).

H. PWP has the right and option, as described in the Condominium Declaration and subject to the provisions thereof, to expand the marina condominium project through the construction of additional marina facilities on the land described in the DNR Expansion Lease.

I. Pursuant to a Permit for Shoreline Management (Substantial Development and Construction Use #60-82) granted to PWP, the Association and PWP desire to grant to the City of Bremerton a public pedestrian access easement along and over certain tidelands.

NOW, THEREFORE, the undersigned hereby declare, and grant to the City of Bremerton, a public pedestrian access easement along and over any tidelands, which are on or adjacent to Parcels A, B, C, D, E and F in Schedule A, and over which the undersigned have control, said easement (and the use thereof) being subject to the following terms and conditions:

1. Subject to DNR Leases, etc. Said easement and the public use thereof shall be subject to the terms, conditions and provisions of the: DNR Leases; the Expansion DNR Lease; the Assignment of Harbor Area Leases; the Consent to Assignment; the Parcels A, E and F Declarations; the Condominium Declaration; the reasonable rules and regulations from time to time promulgated by the Association pursuant to said Condominium Declaration; and the rules and regulations from time to time promulgated by the City of Bremerton.

2. Limitations on Easement. Without limiting the generality of the foregoing Paragraph 1, but in furtherance thereof, it is understood that:

(a) said easement shall create a right of public access only to the undeveloped or unimproved portions of said tidelands and does create a right of access over, across, in or to any structures or other improvements now or hereafter constructed on said tidelands;

(b) the Association may restrict or even prohibit: use of said easement during the hours of one (1) hour before sunset until one (1) hour after sunrise each day; burning of fires or maintenance of open flames (whether for cooking or otherwise and whether using combustibles located on or brought to said tidelands); igniting of any fireworks; use of any motor and non-motor vehicles; erection of any temporary or permanent structures

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REEL 295FF 356

or enclosures; or the use of such portions of said tidelands, or the conducting of such other activities, as the Association may reasonably believe to be unsafe or involve unreasonable risk of personal injury or property damage.

3. Limitation of Liability. Notwithstanding the provisions of Paragraphs 1 and 2 above, it is understood:

(a) that the undersigned shall have no duty or obligation to the City of Bremerton and/or the public to exercise the rights and powers provided for in said Paragraphs 1 and 2 (including the adoption of rules and regulations), to provide warnings of unsafe conditions, if any, or to make improvements on said tidelands (or repairs to such existing improvements); and

(b) that use of the easement granted hereunder shall be at the sole cost and risk of the City of Bremerton and the public utilizing the same.

4. Location of Routes to Tidelands. The exact location of the route (or routes) by which the public will travel to reach said tidelands shall be determined by the Association; it being understood that the location of said route (or routes) may be relocated as a result of further construction of improvements on the property described in Exhibit A, but that said location shall be selected with reasonable and due regard to the public convenience in utilizing said route (or routes).

5. Duration of Easement. This Declaration of Easement, and each and every provision hereof, shall remain in effect so long as:

(a) the DNR Leases (and any extensions, renewals and/or replacements thereof) continue in effect; and

(b) the Association continues as the lessee under said DNR Leases. The owners of Parcels A and E and the Association (on behalf of itself and on behalf of all Owners, lessees, Mortgagees and others now or hereafter having or claiming an interest in Apartments within the Condominium) agree to take all actions reasonably necessary to continuously fulfill the conditions of paragraph 5 (a) and (b); provided that the cost of so doing shall be borne solely by said Association.

DATED as of the 1st day of November, 1983.

PORT WASHINGTON PROPERTIES, INC.
(As owner of Parcel A and lessee
under the Expansion DNR Lease)

By: 

Its: 

By: 

Its: 

STATE OF WASHINGTON)
)
COUNTY OF KING KITSAP)

On this day personally appeared before me Mark Clavin and
_____, to me known to be the PRYS and
_____ of PORT WASHINGTON PROPERTIES, INC., the corporation
described in the foregoing instrument, and acknowledged the said instrument
to be the free and voluntary act and deed of said corporation for the uses
and purposes therein mentioned, and on oath stated that they were author-
ized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 30 day of December
1983

X

Notary Public in and for the
State of Washington, residing
at _____

PORT WASHINGTON MARINA OWNERS ASSOCIATION
(As Declarant of the Condominium and
Lessee under the DNR Leases)

By: [Signature]

Its: _____

By: _____

Its: _____

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this day personally appeared before me _____ and
_____, to me known to be the _____ and
_____ of PORT WASHINGTON MARINA OWNERS ASSOCIATION, the
corporation described in the foregoing instrument, and acknowledged the
said instrument to be the free and voluntary act and deed of said corpora-
tion for the uses and purposes therein mentioned, and on oath stated that
they were authorized to execute the said instrument on behalf of the corpo-
ration.

GIVEN under my hand and official seal this _____ day of _____,
19____.

Notary Public in and for the
State of Washington, residing
at _____

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REEL 295 358

JACK T. CHAMPION
(as owner of Parcel E)

Jack T. Champion

STATE OF WASHINGTON)

COUNTY OF KING /KITSAP/)

On this day personally appeared before me JACK T. CHAMPION, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 19____.

Notary Public in and for the
State of Washington, residing
at _____

(D12;ded/pub/ped)
(JCM:11/29/83)

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RE:295P 359

SCHEDULE A

1. ALL PHASES: The property to be included in the Condominium if all phases are completed as a single condominium will include that described in Paragraphs 2 and 3 of this Schedule A.

2. PHASE 1: The property included within Phase 1 of the condominium consists of the following parcels (subject to and together with all easements, covenants, conditions, restrictions and reservations of record pertaining thereto):

A. PARCEL B: All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2332 (and all amendments, renewals and extensions thereof) under Kitsap County Auditor's File No. 8306200099 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the harbor area situate in front of Government Lot 7, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; included in a tract described as follows:

Beginning at a point on the inner harbor line, said point also being the northwest corner of lot 11, Supplemental Plat of Bay View Gardens, a recorded plat in said Government Lot 7 and running thence along said inner harbor line, north 75°43'57.8" west 112 feet, thence north 63°38'00" west 148.126 feet, thence north 74°55'00" west, 193 feet, thence north 16°00'00" east across the harbor area 195 feet to a point on the outer harbor line, thence south 74°00'00" east along said outer harbor line 450 feet to a point which bears north 16°00'00" east from the point of beginning and then south 16°00'00" west, across the harbor area, to the point of beginning as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2332

B. Parcel C: All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2396 (and all amendments, renewals and extensions thereof) under Kitsap County Auditor's File No. 8306200098 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the harbor area lying in front of Lot 7, section 11, township 24 north, range 1 east, W.M., described by metes and bounds as follows:

Commencing at the intersection of the west line of lot 15, Bay View Garden Tracts, (Lot 11 of Supplemental Plat of Bay View Garden Tracts) with the inner harbor line and running thence north 16° east 215 feet, more or less, to the outer harbor line, thence north 74° west along said outer harbor line 450 feet to the true point of beginning, thence south 16° west 195 feet, more or less, to the inner harbor line, thence westerly along said inner harbor line to the west line of said lot 7, thence northerly along the west line of said lot 7, produced, to the outer harbor line, thence south 74° east along said outer harbor line, 203 feet, more or less, to the true point of beginning, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2396.

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RE 2954 360

SCHEDULE A
(Page 2)

C. PARCEL D: All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2399 (and all amendments, renewals and extensions thereof) recorded under Kitsap County Auditor's File No. 8306200110 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the Harbor area lying in front of lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, between the easterly line of waterway number 4 and the east line of lot 6 of said section 11, produced northerly across the harbor area to the outer harbor line. Also known as leasehold A-2399.

3. PHASE 2: The property to be included within Phase 2, if such phase is completed as part of the subject Condominium, will consist of the following Parcel (subject to and together with all easements, covenants, conditions, restrictions and reservations of record pertaining thereto):

A. PARCEL F: All of PWT's (and Declarant's subsequently acquired) right, title and interest in and to: that certain Harbor Area Lease No. 2523 (and all amendments, renewals and extensions thereof) recorded under Kitsap County Auditor's File No. 8306200115, ("Expansion DNR Lease"); and, pursuant to said Lease, the following described property:

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Brexerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

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SCHEDULE A
(Page 3)

4. PARCEL A DECLARATION: The property, which is not hereby submitted to the Act, but which has been subjected to the Parcel A Declaration of Easements, Covenants, Conditions and Restrictions for the use and benefit of the subject Condominium as therein provided, consists of the following:

The north 60 feet of lot 10 and all of lot 11, Supplemental Plat of Bay View Garden Tracts, according to plat recorded in volume 5 of Plats, page 19, in Kitsap County, Washington.

5. PARCEL E DECLARATION: The property, which is not hereby submitted to the Act, but which has been subjected to the Parcel E Declaration of Easements, Covenants, Conditions and Restrictions for the use and benefit of the subject Condominium as therein provided, consists of the following:

Portion of government lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, described as follows:

Beginning 30 feet north of the southeast corner of government lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; thence south $89^{\circ}38'20''$ west 272.78 feet; thence north $0^{\circ}13'57''$ west 16.20 feet; thence north $34^{\circ}00'$ east 123.27 feet along the inner harbor line; thence north $48^{\circ}20'$ east 125 feet; thence north $60^{\circ}44'$ east 126 feet to the east line of said lot 6; thence south $0^{\circ}08'20''$ east 261.40 feet to the point of beginning.

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REC. OFFICER FILE INSURANCE

1983 DEC 28 PM 3:09

SIGLERIL HUFF
KITSAP COUNTY AUDITOR

PARCEL A DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS.

This Declaration is executed as of this 1st day of November, 1983, by PORT WASHINGTON PROPERTIES, INC. ("PWP" herein) as fee owner of the property described as Parcel A in Exhibit A attached hereto, located in Kitsap County, Washington, and PORT WASHINGTON MARINA OWNERS ASSOCIATION ("Association") described below.

RECITALS

A. PWP has developed marina related facilities on the property described as Parcels B, C and D in said Exhibit A which property was leased from the State of Washington, acting by and through the Department of Natural Resources ("DNR" herein) pursuant to certain Harbor Area Leases ("DNR Leases" herein) more particularly described in said Exhibit A.

B. Pursuant to an Assignment of Leases dated November 1, 1983, and recorded under Kitsap County Auditor's File No. 8312290194, PWP has assigned the DNR Leases to the Association which intends to record with the Kitsap County Auditor a Condominium Declaration of Covenants, Conditions, Restrictions and Reservations dated November 1, 1983, ("Condominium Declaration") for the purpose of establishing a leasehold condominium marina pursuant to the Washington Horizontal Property Regimes Act (RCW Chapter 64.32).

C. PWP intends to construct additional marina related facilities on the property described as Parcel F in said Exhibit A, which property was leased from the State of Washington, acting by and through the DNR pursuant to that certain Harbor Area Lease ("Expansion DNR Lease") more particularly described in said Exhibit A.

D. PWP intends to develop portions of Parcel A for uses not related to said Condominium.

E. PWP desires to provide said Condominium with non-exclusive easements for parking, utilities and access.

NOW, THEREFORE, PWP and the Association hereby declare as follows:

1. Access and Utility Easement

A non-exclusive easement for the purposes of ingress and egress and for utility services (including but not limited to water, electrical, sewer, telephone and other utilities necessary or convenient

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for the operation of said Condominium), and for the construction, repair, maintenance, use, operation, and replacement thereof, is granted to said Condominium (and to the Owners of Apartments within said Condominium as a right appurtenant to such Apartment ownership) over and across Parcel A at the locations more particularly depicted and described on the Condominium Survey Map and Plans to be recorded with Kitsap County Auditor contemporaneously with the recording of the Condominium Declaration.

2. Parking Easement

A non-exclusive easement for forty (40) automobile parking spaces, and for access to and the construction, repair, maintenance, replacement and use thereof, is granted to said Condominium (and to the Owners of Apartments within said Condominiums as a right appurtenant to such Apartment ownership) on said Parcel A at locations from time to time determined and selected by the owner of said Parcel A.

3. Non-Exclusive

The easements granted under Sections 1 and 2 shall be non-exclusive and are also granted for the use, enjoyment and benefit of the facilities to be constructed by PWP on Parcel F pursuant to the Expansion DNR Lease (and for the owners, lessees and users of such facilities).

4. Access and Utility Easement Maintenance

The repair, maintenance, operation and replacement of the means of access and utilities for which an easement is granted under Section 1 shall be the responsibility of the Association and the costs incurred in fulfilling that responsibility shall be proportionately shared and promptly paid by the Association and the lessee under the Expansion DNR Lease on the basis of the relative number of boat moorage slips from time to time actually constructed within the Condominium and within the Expansion DNR Lease area (regardless of the relative sizes of such Moorage Slips and regardless of whether such constructed Moorage Slips have been sold, leased or are otherwise in use).

5. Parking Easement Maintenance

The repairs and maintenance of forty (40) parking spaces and access driveways thereto for which an easement is granted under Section 2 shall be the responsibility of the owner of Parcel A, but the costs incurred in fulfilling that responsibility shall periodically be billed by said Parcel A owner to the Association and the lessee under the Expansion DNR Lease, which costs so billed shall be shared and promptly paid by said Association and said lessee as provided in Section 4; provided, the owner of Parcel A, at any time and from time to time, either permanently or temporarily, may elect in its discretion to delegate to the Association (and the Association shall perform) during the period of delegation the responsibility for such repairs and maintenance. Until

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such time as the owner of Parcel A makes improvements (other than said forty (40) parking spaces and access driveways) to Parcel A, the real estate taxes imposed on Parcel A shall be billed by the owner of Parcel A to the Association and lessee under the Expansion DNR Lease and be paid as provided in Section 4; thereafter, said Association and said lessee shall be billed, and shall pay as provided in Section 4, only a fraction of the real estate taxes imposed on the Parcel A land (excluding taxes on structural improvements on the land), the numerator of which fraction being the square footage of land occupied by said forty (40) parking spaces and access driveways, and the denominator being the total square footage of Parcel A.

6. Parking Rules and Regulations

The owner of Parcel A shall have the right to promulgate, and enforce by any lawful means (including but not limited to fines, suits for injunction and impounding and towing away offending vehicles), reasonable and non-discriminatory rules and regulations for the use and operation of all parking areas located from time to time on Parcel A (including the forty (40) parking spaces for which an easement is granted under Section 2 as well as other parking areas said owner may from time to time construct on Parcel A). Such rule making and enforcement may be delegated by the owner of Parcel A to the Association as provided in Section 6.

7. Modification of Parking Areas

The owner of Parcel A shall also have the right at its sole expense from time to time to assign and reassign specific parking spaces to the grantees of the easement granted under Section 2, and to relocate the location of said parking spaces (either to new locations on Parcel A or to new locations on other property within 100 feet of any boundary of Parcel A), so long as any such actions do not unreasonably interfere with the rights of said grantees to utilize said parking spaces.

8. Non-Barrier Agreement

No party shall place any obstacle or barrier in any location which shall in any way alter or impede the flow of traffic to or from the property affected hereby.

9. Duration of Declaration

This Declaration, and each and every provision hereof, shall remain in effect so long as: (a) the DNR Leases (and any extensions, renewals and/or replacements thereof) continue in effect; (b) the Association continues as the lessee under said DNR Leases; and (c) the Condominium continues its existence under the provisions of the Washington Horizontal Property Regimes Act (RCW Chapter 64.32) as now or hereafter amended. The owner of Parcel A and the Association (on behalf of itself and on behalf of all Owners, lessees, Mortgagees and other now or hereafter having or claiming an interest in Apartments within the Condominium) agree to take all actions reasonably necessary to continuously

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REEL 297 543

fulfill the conditions of Section 9(a), (b) and (c); provided, that the cost of fulfilling said conditions shall be borne solely by said Association.

10. Covenants Run With the Land

All provisions of this Declaration shall be "covenants running with the land" pursuant to applicable law. It is expressly agreed that each such covenant (a) is for the benefit of all property affected hereby; (b) runs with all of the property affected hereby, and (c) shall inure to the benefit of and be binding upon each person, firm or entity now or hereafter having or claiming to have any interest of any kind in or to the property affected hereby.

DATED this 1st day of December, 1983.

PORT WASHINGTON PROPERTIES, INC.
(As owner of Parcel A and lessee
under the Expansion DNR Lease)

By: [Signature]

Its: Pres.

By: _____

Its: _____

STATE OF WASHINGTON
County of KING) ss.

On this 1st day of December, A. D. 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Mark L. Clevon and _____ and to me known to be the _____ President and _____ Secretary, respectively, of PORT WASHINGTON PROPERTIES, INC. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

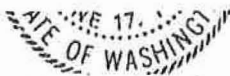
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

8312290195

[Signature]
Notary Public in and for the State of Washington
residing at Port Orchard

(Acknowledgment by Corporation. Pioneer National Title Insurance Co. Form L 29)

REL:297FF 544



PORT WASHINGTON MARINA OWNERS ASSOCIATION
(As Declarant of the Condominium and
Lessee under the DNR Leases)

By: [Signature]

Its: [Signature]

By: _____

Its: _____

STATE OF WASHINGTON

County of KING

On this 1st day of December, A. D. 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Mark L. Clevin and _____ to me known to be the President of the PORT WASHINGTON MARINA OWNERS ASSOCIATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of Washington
residing at Port Orchard

(Acknowledgment by Corporation. Pioneer National Title Insurance Co. Form L 29)



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EXHIBIT A

Page 1

1. ALL PHASES: The property to be included in the Condominium if all phases are completed as a single condominium will include that described in Paragraphs 2 and 3 of this Schedule A.

2. PHASE 1: The property included within Phase 1 of the condominium consists of the following parcels (subject to and together with all easements, covenants, conditions, restrictions and reservations of record pertaining thereto):

A. PARCEL B: All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2332 (and all amendments, renewals and extensions thereof) under Kitsap County Auditor's File No. 8306200099 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the harbor area situate in front of Government Lot 7, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; included in a tract described as follows:

Beginning at a point on the inner harbor line, said point also being the northwest corner of lot 11, Supplemental Plat of Bay View Gardens, a recorded plat in said Government Lot 7 and running thence along said inner harbor line, north 75°43'57.8" west 112 feet, thence north 53°38'00" west 148.126 feet, thence north 74°55'00" west, 193 feet, thence north 16°00'00" east across the harbor area 195 feet to a point on the outer harbor line, thence south 74°00'00" east along said outer harbor line 450 feet to a point which bears north 16°00'00" east from the point of beginning and then south 16°00'00" west, across the harbor area, to the point of beginning as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2332

B. Parcel C: All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2396 (and all amendments, renewals and extensions thereof) under Kitsap County Auditor's File No. 8306200098 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the harbor area lying in front of Lot 7, section 11, township 24 north, range 1 east, W.M., described by metes and bounds as follows:

Commencing at the intersection of the west line of lot 15, Bay View Garden Tracts, (Lot 11 of Supplemental Plat of Bay View Garden Tracts) with the inner harbor line and running thence north 16° east 215 feet, more or less, to the outer harbor line, thence north 74° west along said outer harbor line 450 feet to the true point of beginning, thence south 16° west 195 feet, more or less, to the inner harbor line, thence westerly along said inner harbor line to the west line of said lot 7, thence northerly along the west line of said lot 7, produced, to the outer harbor line, thence south 74° east along said outer harbor line, 203 feet, more or less, to the true point of beginning, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2396.

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EXHIBIT A

(Page 2)

C. PARCEL D: All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2399 (and all amendments, renewals and extensions thereof) recorded under Kitsap County Auditor's File No. 8306200110 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the Harbor area lying in front of lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, between the easterly line of waterway number 4 and the east line of lot 6 of said section 11, produced northerly across the harbor area to the outer harbor line. Also known as leasehold A-2399.

3. PHASE 2: The property to be included within Phase 2, if such phase is completed as part of the subject Condominium, will consist of the following Parcel (subject to and together with all easements, covenants, conditions, restrictions and reservations of record pertaining thereto):

A. PARCEL F: All of PWP's (and Declarant's subsequently acquired) right, title and interest in and to: that certain Harbor Area Lease No. 2523 (and all amendments, renewals and extensions thereof) recorded under Kitsap County Auditor's File No. 8306200115, ("Expansion DNR Lease"); and, pursuant to said Lease, the following described property:

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

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EXHIBIT A

(Page 3)

4. PARCEL A DECLARATION: The property, which is not hereby submitted to the Act, but which has been subjected to the Parcel A Declaration of Easements, Covenants, Conditions and Restrictions for the use and benefit of the subject Condominium as therein provided, consists of the following:

The north 60 feet of lot 10 and all of lot 11, Supplemental Plat of Bay View Garden Tracts, according to plat recorded in volume 5 of Plats, page 19, in Kitsap County, Washington.

5. PARCEL E DECLARATION: The property, which is not hereby submitted to the Act, but which has been subjected to the Parcel E Declaration of Easements, Covenants, Conditions and Restrictions for the use and benefit of the subject Condominium as therein provided, consists of the following:

Portion of government lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, described as follows:

Beginning 30 feet north of the southeast corner of government lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; thence south $89^{\circ}38'20''$ west 272.78 feet; thence north $0^{\circ}13'57''$ west 16.20 feet; thence north $34^{\circ}00'$ east 123.27 feet along the inner harbor line; thence north $48^{\circ}20'$ east 125 feet; thence north $60^{\circ}44'$ east 126 feet to the east line of said lot 6; thence south $0^{\circ}08'20''$ east 261.40 feet to the point of beginning.

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TICKET FOR TITLE INSURANCE
1983 DEC 29 PM 3:09

SHERRILL DUFF
KITSAP COUNTY AUDITOR
DEPUTY

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PARCEL E DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

This Declaration is executed as of this 1st day of November, 1983, by JACK T. CHAMPION ("Champion" herein) as fee owner of the property described as Parcel E in Exhibit A attached hereto, located in Kitsap County, Washington, and by PORT WASHINGTON PROPERTIES, INC. ("PWP" herein) as the developer of Port Washington Marina, and by PORT WASHINGTON MARINA OWNERS ASSOCIATION ("Association").

RECITALS

A. PWP has developed marina related facilities on the property described as Parcels B, C and D in said Exhibit A which property was leased from the State of Washington, acting by and through the Department of Natural Resources ("DNR" herein) pursuant to certain Harbor Area Leases ("DNR Leases" herein) more particularly described in said Exhibit A.

B. Pursuant to an Assignment of Leases dated November 1, 1983, and recorded under Kitsap County Auditor's File No. 8312290196 PWP has assigned the DNR Leases to the Association which intends to record with the Kitsap County Auditor a Condominium Declaration of Covenants, Conditions, Restrictions and Reservations dated November 1, 1983, ("Condominium Declaration") for the purpose of establishing a leasehold condominium marina pursuant to the Washington Horizontal Property Regimes Act (RCW Chapter 64.32).

C. PWP intends to construct additional marina related facilities on the property described as Parcel F in said Exhibit A, which property was leased from the State of Washington, acting by and through the DNR pursuant to that certain Harbor Area Lease ("Expansion DNR Lease") more particularly described in said Exhibit A.

D. Champion desires to develop Parcel E for purposes not directly related to boat marina purposes.

E. Champion, PWP and the Association desire to establish certain easements more particularly described herein for the mutual benefit of said Parcels B, C, D, E and F.

NOW, THEREFORE, Champion, PWP and the Association mutually declare and agree as follows:

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REC-297FR 549

1. Easement for Access Improvements

The owner of Parcel E shall have the right to, and all necessary easements for, the construction, repair, maintenance, replacement, use and operation of such pilings, docks, ramps and other necessary improvements ("Access Improvements") to provide pedestrian access for ingress and egress to and from said Condominium marina and Parcel E. The location of said Access Improvements shall be determined by the owner of Parcel E in the exercise of said owner's sole discretion.

2. Non-Interference with Condominium

The initial construction of said Access Improvements shall be performed so as not to unreasonably interfere with the use of Apartments within said Condominium.

3. Parcel E Amenities

In the event the owner of Parcel E should construct a recreation building and/or other amenities ("Parcel E Amenities") which are located on Parcel E and the use of which said owner elects (by the granting of an easement) to make available on a non-exclusive basis the owners and lessees of Apartments within said Condominium, then said owner shall file an appropriate amendment to this Declaration describing the nature and location of such Parcel E Amenities.

4. Security Arrangements

The owner of Parcel E shall construct the Access Improvements so as to reasonably preserve the integrity of any arrangements limiting access to said Condominium for security purposes. Specifically, access from Parcel E to said Condominium by means of the Access Improvements shall be restricted to those having an ownership, lease or rental interest in Apartments located within said Condominium. Similarly, access from said Condominium by means of the Access Improvements by those having an ownership, lease or rental interest in such Apartments shall be for the limited purpose of using only those portions of Parcel E which may hereafter be designated as Parcel E Amenities pursuant to Section 3 above. The owner of Parcel E may from time to time adopt, and by all lawful means enforce, reasonable rules and regulations to effectuate the provisions of this Section 4.

5. Initial Construction Costs

The initial cost of construction of the Access Improvements and the Parcel E Amenities, if any, shall be borne solely by the owner of Parcel E and/or PWP (as they may mutually agree), but in no event by the Association.

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REEL 297# 550

6. Repair Costs

The performance of any necessary repair, maintenance and replacement ("Repair Work") of the Access Improvements and Parcel E Amenities, if any, shall always be the sole responsibility of the owner of Parcel E. Until the Parcel E Amenities, if any, are constructed and made available to the Condominium pursuant to Section 3, the total cost of such Repair Work shall be borne by the owner of Parcel E. After the Parcel E Amenities, if any, are so made available to the Condominium, the cost of such Repair Work shall be proportionately shared by the Association and the owner of Parcel E on the basis of the number of boat Moorage Slips from time to time actually constructed within the Condominium (regardless of the relative sizes of such Moorage Slips and regardless of whether such constructed Moorage Slips have been sold, leased or are otherwise in use) relative to the number of residential dwelling units from time to time actually constructed on Parcel E (regardless of the relative sizes or values of such dwelling units and regardless of whether such constructed dwelling units have been sold, leased or are otherwise in use). The owner of Parcel E shall periodically bill the Association and said Association shall promptly pay in full, said Association's share of such Repair Work.

7. Insurance

The obtaining of appropriate casualty, liability and other insurance (and the making of claims or settlements thereunder and use of proceeds resulting therefrom) for the Access Improvements and Parcel E Amenities, if any, shall always be the sole responsibility of the owner of Parcel E. Said Association (and the owners, lessees or others having an interest in Apartments within said Condominium) shall be named as additional insureds under any such insurance to the extent of their interests therein. The payment of premiums for any such insurance shall be allocated and paid in the same manner as provided with respect to the cost of Repair Work under Section 6.

8. Rules and Regulations

The owner of Parcel E shall have the right to promulgate, and enforce by any lawful means (including but not limited to fines and suits for injunctions), reasonable rules and regulations for the use and operation of the Access Improvements and Parcel E Amenities, if any.

9. Duration of Declaration

This Declaration, and each and every provision hereof, shall remain in effect so long as: (a) the DNR Leases (and any extensions, renewals and/or replacements thereof) continue in effect; (b) the Association continues as the lessee under said DNR Leases; and (c) the Condominium continues its existence under the provisions of the Washington

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Kill 297: 551

Horizontal Property Regimes Act (RCW Chapter 64.32) as now or hereafter amended. The owner of Parcel E and the Association (on behalf of itself and on behalf of all Owners, lessees, Mortgagees and other now or hereafter having or claiming an interest in Apartments within the Condominium) agree to take all actions reasonably necessary to continuously fulfill the conditions of Section 9(a), (b) and (c); provided, that the cost of fulfilling said conditions shall be borne solely by said Association.

10. Covenants Run With the Land

All provisions of this Declaration shall be "covenants running with the land" pursuant to applicable law. It is expressly agreed that each such covenant (a) is for the benefit of all property affected hereby; (b) runs with all of the property affected hereby, and (c) shall inure to the benefit of and be binding upon each person, firm or entity now or hereafter having or claiming to have any interest of any kind in or to the property affected hereby.

DATED this 1st day of December, 1983.

PORT WASHINGTON PROPERTIES, INC.
(As owner of Parcel A and lessee
under the Expansion DNR Lease)

By: Mark L. Clevon

Its: Pres.

By: _____

Its: _____

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this day personally appeared before me Mark L. Clevon
and _____, to me known to be the President and
_____ of PORT WASHINGTON PROPERTIES, INC., the corpo-
ration described in the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation
for the uses and purposes therein mentioned, and on oath stated that

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REEL 297E 552

they ~~was~~ ^{were} authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 1st day of December, 1983.

J. C. Middlebrooks
Notary Public in and for the
State of Washington, residing
at Seattle.



PORT WASHINGTON MARINA OWNERS ASSOCIATION
(As Declarant of the Condominium and
Lessee under the DNR Leases)

By: Mark L. Clever
Its: Pres.

By: _____
Its: _____

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me Mark L. Clever
and _____, to me known to be the President and
_____ of PORT WASHINGTON MARINA OWNERS ASSOCIATION,
the corporation described in the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said
corporation for the uses and purposes therein mentioned, and on oath
stated that they ~~was~~ ^{were} authorized to execute the said instrument on
behalf of the corporation.

GIVEN under my hand and official seal this 1st day of
December, 1983.



J. C. Middlebrooks
Notary Public in and for the
State of Washington, residing
at Seattle.

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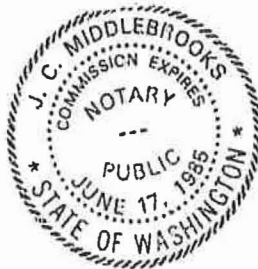
JACK T. CHAMPION
(As Fee Owner of Parcel E)

Jack T. Champion
Jack T. Champion

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me JACK T. CHAMPION, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of
December, 1983.



J. C. Middlebrooks
Notary Public in and for the
State of Washington, residing
at Seattle

(Pt/Wa/Par/E;D12;11/1/83)

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REEL 297FR 554

SCHEDULE A

1. ALL PHASES: The property to be included in the Condominium if all phases are completed as a single condominium will include that described in Paragraphs 2 and 3 of this Schedule A.

2. PHASE 1: The property included within Phase 1 of the condominium consists of the following parcels (subject to and together with all easements, covenants, conditions, restrictions and reservations of record pertaining thereto):

A. PARCEL B: All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2332 (and all amendments, renewals and extensions thereof) under Kitsap County Auditor's File No. 8306200099 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the harbor area situate in front of Government Lot 7, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; included in a tract described as follows:

Beginning at a point on the inner harbor line, said point also being the northwest corner of lot 11, Supplemental Plat of Bay View Gardens, a recorded plat in said Government Lot 7 and running thence along said inner harbor line, north 75°43'57.8" west 112 feet, thence north 63°38'00" west 148.126 feet, thence north 74°55'00" west, 193 feet, thence north 16°00'00" east across the harbor area 195 feet to a point on the outer harbor line, thence south 74°00'00" east along said outer harbor line 450 feet to a point which bears north 16°00'00" east from the point of beginning and then south 16°00'00" west, across the harbor area, to the point of beginning as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2332

B. Parcel C: All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2396 (and all amendments, renewals and extensions thereof) under Kitsap County Auditor's File No. 8306200098 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the harbor area lying in front of Lot 7, section 11, township 24 north, range 1 east, W.M., described by metes and bounds as follows:

Commencing at the intersection of the west line of lot 15, Bay View Garden Tracts, (Lot 11 of Supplemental Plat of Bay View Garden Tracts) with the inner harbor line and running thence north 16° east 215 feet, more or less, to the outer harbor line, thence north 74° west along said outer harbor line 450 feet to the true point of beginning, thence south 16° west 195 feet, more or less, to the inner harbor line, thence westerly along said inner harbor line to the west line of said lot 7, thence northerly along the west line of said lot 7, produced, to the outer harbor line, thence south 74° east along said outer harbor line, 203 feet, more or less, to the true point of beginning, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2396.

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SCHEDULE A
(Page 2)

C. PARCEL D: All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2399 (and all amendments, renewals and extensions thereof) recorded under Kitsap County Auditor's File No. 8306200110 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the Harbor area lying in front of lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, between the easterly line of waterway number 4 and the east line of lot 6 of said section 11, produced northerly across the harbor area to the outer harbor line. Also known as leasehold A-2399.

3. PHASE 2: The property to be included within Phase 2, if such phase is completed as part of the subject Condominium, will consist of the following Parcel (subject to and together with all easements, covenants, conditions, restrictions and reservations of record pertaining thereto):

A. PARCEL F: All of PWP's (and Declarant's subsequently acquired) right, title and interest in and to: that certain Harbor Area Lease No. 2523 (and all amendments, renewals and extensions thereof) recorded under Kitsap County Auditor's File No. 8306200115, ("Expansion DNR Lease"); and, pursuant to said Lease, the following described property:

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

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SCHEDULE A
(Page 3)

4. PARCEL A DECLARATION: The property, which is not hereby submitted to the Act, but which has been subjected to the Parcel A Declaration of Easements, Covenants, Conditions and Restrictions for the use and benefit of the subject Condominium as therein provided, consists of the following:

The north 60 feet of lot 10 and all of lot 11, Supplemental Plat of Bay View Garden Tracts, according to plat recorded in volume 5 of Plats, page 19, in Kitsap County, Washington.

5. PARCEL E DECLARATION: The property, which is not hereby submitted to the Act, but which has been subjected to the Parcel E Declaration of Easements, Covenants, Conditions and Restrictions for the use and benefit of the subject Condominium as therein provided, consists of the following:

Portion of government lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, described as follows:

Beginning 30 feet north of the southeast corner of government lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; thence south 89°38'20" west 272.78 feet; thence north 0°13'57" west 16.20 feet; thence north 34°00' east 123.27 feet along the inner harbor line; thence north 48°20' east 125 feet; thence north 60°44' east 126 feet to the east line of said lot 6, thence south 0°08'20" east 261.40 feet to the point of beginning.

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1983 DEC 29 PM 3:09
SHELDON HUFF
KITSAP COUNTY AUDITOR
DEPUTY e

PARCEL F DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

This Declaration is executed as of this 1st day of November, 1983, by PORT WASHINGTON PROPERTIES, INC. ("PWP") and PORT WASHINGTON MARINA OWNERS ASSOCIATION ("Association") and consented to by the State of Washington, acting by and through the DEPARTMENT OF NATURAL RESOURCES ("DNR"), in connection with the property described in Exhibit A attached hereto.

RECITALS

A. PWP has developed marina related facilities on the property described as Parcels B C and D in said Exhibit A which property was leased from the State of Washington, acting by and through the Department of Natural Resources ("DNR" herein) pursuant to certain Harbor Area Leases ("DNR Leases" herein) more particularly described in said Exhibit A.

B. Pursuant to an Assignment of Leases dated November 1, 1983, and recorded under Kitsap County Auditor's File No. 8312290194 PWP has assigned the DNR Leases to the Association which intends to record with the Kitsap County Auditor a Condominium Declaration of Covenants, Conditions, Restrictions and Reservations dated November 1, 1983, ("Condominium Declaration") for the purpose of establishing a leasehold condominium marina pursuant to the Washington Horizontal Property Regimes Act (RCW Chapter 64.32).

C. PWP intends to construct additional marina related facilities on the property described as Parcel F in said Exhibit A, which property was leased from the State of Washington, acting by and through the DNR pursuant to that certain Harbor Area Lease ("Expansion DNR Lease") more particularly described in said Exhibit A.

D. A portion of the access road (commonly known as Renn Stroll) providing a means of ingress and egress to said Condominium, as well as various utility services (including, but not limited to, water, electrical, sewer, telephone and other utilities necessary or convenient for the operation of said Condominium) pass over and across a portion of Parcel F.

E. The parties desire to establish appropriate easements for said access road and utilities.

NOW, THEREFORE, PWP and the Association declare as follows:

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1. Access and Utility Easement

A non-exclusive easement for the purposes of ingress and egress and for utility services (including but not limited to water, electrical, sewer, telephone and other utilities necessary or convenient for the operation of said Condominium), and for the construction, repair, maintenance, use, operation, and replacement thereof, is granted to said Condominium (and to the Owners of Apartments within said Condominium as a right appurtenant to such Apartment ownership) over and across Parcel F at the locations more particularly depicted and described on the Condominium Survey Map and Plans to be recorded with the Kitsap County Auditor contemporaneously with the recording of the Condominium Declaration.

2. Non-Exclusive

The easements granted under Section 1 shall be non-exclusive and are also granted for the use, enjoyment and benefit of the facilities to be constructed on Parcel F pursuant to the Expansion DNR Lease or any other Harbor Area Lease which may be issued with respect to Parcel F (and for the owners, lessees and users of such facilities).

3. Access and Utility Easement Maintenance

The construction, repair, maintenance, operation and replacement of the means of access and utilities for which an easement is granted under Section 1 shall be the responsibility of the Association and the costs incurred in fulfilling that responsibility shall be proportionately shared by the Association and the lessee under the Expansion DNR Lease (or under any subsequent lease issued in renewal, extension or replacement thereof) on the basis of the relative number of boat Moorage Slips from time to time actually constructed within the Condominium and within the Expansion DNR Lease area (regardless of the relative size of such Moorage Slips and regardless of whether such constructed Moorage Slips have been sold, leased or are otherwise in use). The Association shall periodically bill, and said lessee under the Expansion DNR Lease shall promptly pay, said lessee's share of the foregoing costs.

4. Rules and Regulations

The Association shall have the right to promulgate, and enforce by any lawful means (including but not limited to fines and suits for injunctions) reasonable and non-discriminatory rules and regulations for the use and operation of the access roads and utility easements.

5. Non-Barrier Agreement

No party shall place any obstacle or barrier in any location which shall in any way alter or impede the flow of traffic to or from the property affected hereby.

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6. Dock Easement

PWP as Lessee under the Expansion DNR Lease (and its successors, assigns, sublessees and designees) is hereby granted an exclusive easement to moor boats to and/or along the easterly side of Dock E of said Condominium, and a non-exclusive easement over and across said Dock E (and such other portions of the Condominium Common Area as is necessary) to provide pedestrian access to said moorage; provided, PWP shall be subject to the reasonable and non-discriminatory rules and regulations of the Association; provided further, that PWP shall not be liable for any assessments, fees or other charges (other than for utilities actually used by PWP and for any damage caused by PWP) in connection with such moorage; and provided further, that such moorage provided under this Section 6 shall not constitute "Moorage Slips actually constructed within the Expansion DNR Lease" for purposes of Section 3.

7. Duration of Declaration

This Declaration, and each and every provision hereof, shall remain in full force and effect so long as either the DNR Leases (and any extensions, renewals and/or replacements thereof) or the Expansion DNR Lease (and any extensions, renewals and/or replacements thereof) continue to be in effect.

8. Covenants Run With the Land

All provisions of this Declaration shall be "covenants running with the land" pursuant to applicable law. It is expressly agreed that each such covenant (a) is for the benefit of all property affected hereby; (b) runs with all of the property affected hereby, and (c) shall inure to the benefit of and be binding upon each person, firm or entity now or hereafter having or claiming to have any interest of any kind in or to the property affected hereby.

DATED this 1st day of December, 1983.

PORT WASHINGTON PROPERTIES, INC.
(As owner of Parcel A and lessee
under the Expansion DNR Lease)

By: [Signature]

Its: [Signature]

By: _____

Its: _____

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REEL 2971R 560

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me Mark L. Cleven
and _____, to me known to be the President and
_____ of PORT WASHINGTON PROPERTIES, INC., the
corporation described in the foregoing instrument, and acknowledged the
said instrument to be the free and voluntary act and deed of said
corporation for the uses and purposes therein mentioned, and on oath
stated that they were authorized to execute the said instrument on
behalf of the corporation.

GIVEN under my hand and official seal this 1st day of
December, 1983.



J. C. Middlebrooks
Notary Public in and for the
State of Washington, residing
at Seattle.

(pt/wa/par/f;D12;11/1/83)

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REEL 297-561

PORT WASHINGTON MARINA OWNERS ASSOCIATION
(As Declarant of the Condominium and
Lessee under the DNR Leases)

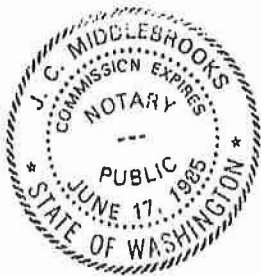
By: [Signature]
Its: 1985

By: _____
Its: _____

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me Mark A. Clever
and _____ to me known to be the President and
of PORT WASHINGTON MARINA OWNERS ASSOCIATION,
the corporation described in the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said
corporation for the uses and purposes therein mentioned, and on oath
stated that ~~they~~ was authorized to execute the said instrument on
behalf of the corporation.

GIVEN under my hand and official seal this 1st day of
December, 1983.



[Signature]
Notary Public in and for the
State of Washington, residing
at Seattle.

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CONSENT BY DNR

The undersigned hereby approves, consents and recognizes the validity of the foregoing Declaration of Easements, Covenants, Conditions, Reservations and Restrictions. ,

DATED this 14th day of December, 1983.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By: J. A. Stearns
For Brian J. Boyle, Commissioner

This supersedes any previously
approved Parcel F declaration.

Approved as to form
12-13-83
Victoria W. Seldin

(pt/va/par/f;D12;11/1/83)

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EXHIBIT A

Page 1

1. **ALL PHASES:** The property to be included in the Condominium if all phases are completed as a single condominium will include that described in Paragraphs 2 and 3 of this Schedule A.

2. **PHASE 1:** The property included within Phase 1 of the condominium consists of the following parcels (subject to and together with all easements, covenants, conditions, restrictions and reservations of record pertaining thereto):

A. **PARCEL B:** All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2332 (and all amendments, renewals and extensions thereof) under Kitsap County Auditor's File No. 8306200099 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the harbor area situate in front of Government Lot 7, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; included in a tract described as follows:

Beginning at a point on the inner harbor line, said point also being the northwest corner of lot 11, Supplemental Plat of Bay View Gardens, a recorded plat in said Government Lot 7 and running thence along said inner harbor line, north 75°43'57.8" west 112 feet, thence north 63°38'00" west 148.126 feet, thence north 74°55'00" west, 193 feet, thence north 16°00'00" east across the harbor area 195 feet to a point on the outer harbor line, thence south 74°00'00" east along said outer harbor line 450 feet to a point which bears north 16°00'00" east from the point of beginning and then south 16°00'00" west, across the harbor area, to the point of beginning as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2332

B. **Parcel C:** All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2396 (and all amendments, renewals and extensions thereof) under Kitsap County Auditor's File No. 8306200098 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the harbor area lying in front of Lot 7, section 11, township 24 north, range 1 east, W.M., described by metes and bounds as follows:

Commencing at the intersection of the west line of lot 15, Bay View Garden Tracts, (Lot 11 of Supplemental Plat of Bay View Garden Tracts) with the inner harbor line and running thence north 16° east 215 feet, more or less, to the outer harbor line, thence north 74° west along said outer harbor line 450 feet to the true point of beginning, thence south 16° west 195 feet, more or less, to the inner harbor line, thence westerly along said inner harbor line to the west line of said lot 7, thence northerly along the west line of said lot 7, produced, to the outer harbor line, thence south 74° east along said outer harbor line, 203 feet, more or less, to the true point of beginning, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2396.

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EXHIBIT A

(Page 2)

C. PARCEL D: All of Declarant's right, title and interest in and to: that certain Harbor Area Lease No. 2399 (and all amendments, renewals and extensions thereof) recorded under Kitsap County Auditor's File No. 8306200110 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the Harbor area lying in front of lot 5, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, between the easterly line of waterway number 4 and the east line of lot 6 of said section 11, produced northerly across the harbor area to the outer harbor line. Also known as leasehold A-2399.

3. PHASE 2: The property to be included within Phase 2, if such phase is completed as part of the subject Condominium, will consist of the following Parcel (subject to and together with all easements, covenants, conditions, restrictions and reservations of record pertaining thereto):

A. PARCEL F: All of PWP's (and Declarant's subsequently acquired) right, title and interest in and to: that certain Harbor Area Lease No. 2523 (and all amendments, renewals and extensions thereof) recorded under Kitsap County Auditor's File No. 8306200115, ("Expansion DNR Lease"); and, pursuant to said Lease, the following described property:

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Brewerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

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REEL 2971A 565

EXHIBIT A

(Page 3)

4. PARCEL A DECLARATION: The property, which is not hereby submitted to the Act, but which has been subjected to the Parcel A Declaration of Easements, Covenants, Conditions and Restrictions for the use and benefit of the subject Condominium as therein provided, consists of the following:

The north 60 feet of lot 10 and all of lot 11, Supplemental Plat of Bay View Garden Tracts, according to plat recorded in volume 5 of Plats, page 19, in Kitsap County, Washington.

5. PARCEL E DECLARATION: The property, which is not hereby submitted to the Act, but which has been subjected to the Parcel E Declaration of Easements, Covenants, Conditions and Restrictions for the use and benefit of the subject Condominium as therein provided, consists of the following:

Portion of government lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, described as follows:

Beginning 30 feet north of the southeast corner of government lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; thence south $89^{\circ}38'20''$ west 272.78 feet; thence north $0^{\circ}13'57''$ west 16.20 feet; thence north $34^{\circ}00'$ east 123.27 feet along the inner harbor line; thence north $48^{\circ}20'$ east 125 feet; thence north $60^{\circ}44'$ east 126 feet to the east line of said lot 6; thence south $0^{\circ}08'20''$ east 261.40 feet to the point of beginning.

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